Vicious Truths* – *Delta F/A e-mail Newsletter #8 ***June 26, 2001***

WHAT'S IN IT FOR US?

If we were to join the afa, we would have to make some very serious and expensive commitments. For example, we'd be obligated to:

- Pay $468 a year in union dues (to start) or lose our jobs.
- Sacrifice our first amendment rights and refrain from saying or doing anything *"contrary to the best interests of the Union* ***or*** *its members."* [Note the word "or." What that means is that we could say or do something very favorable to the members, but still be *"fined, suspended, or otherwise disciplined"* if it was offensive to the union hierarchy.]
- Giving the afa veto power, and thereby control, over everything from the by-laws we select to major decisions we would have to make.
- Giving the afa the right to call a strike, end a strike, or extend a strike against our will.
- Allowing the afa to fine us or levy assessments we'd have to pay to keep our jobs.
- Enabling the afa, at its discretion, to put us in receivership, remove all our elected officers, take over our bank accounts, and have an afa appointed receiver take us over.

These are obviously major commitments. So, what commitment could we expect in return from the afa? The answer is the afa would have a duty of fair representation. "Fair" is defined as "Just to all parties, equitable." What does that mean? Would we have legal recourse if the afa did not provide top notch representation? No. Good representation? No. **Adequate** representation? No! We wouldn't have recourse even if the afa failed to provide *adequate representation!* Who says so? The U.S. Supreme Court.

Following a strike in the early 80's, a union member filed suit against his union claiming it breached its duty of fair representation. A District Court judge ruled against him, saying ***"the agreement that was achieved looks atrocious in retrospect, but it is not a breach of fiduciary duty badly to settle the strike."*** The union member appealed his case to the Court of Appeals. That court agreed with him, reversed the District Court, and concluding that the union acted arbitrarily because a jury could find that **the settlement *'left the striking* [employees] *worse off in a number of respects than complete surrender.'***

The union then appealed that decision to the U.S. Supreme Court which ruled in the union's favor, agreeing with its contention that ***"The duty*** [of fair representation]***, the union argues, does not impose any obligation to provide adequate representation."***

If a union isn't required to provide even "adequate representation," what then do union members actually have a right to expect from their unions? Practically nothing! The Supreme Court said, ***"…a union's actions are arbitrary only if, in light of the factual landscape at the time of the union's actions, the union's behavior is so far outside a 'wide range of reasonableness … as to be irrational."*** In other words, **unless a union does something certifiably insane or hopelessly sub-idiotic, its members have no recourse whatsoever!** What a bargain. And to think it would only cost us $8 - 10 million in dues and fees every year for such great "representation."

Just in case anyone is wondering if the Supreme Court's decision sets a precedent for airline unions, rest assured that it does. The employee who charged his union with breaching its duty of fair representation was a pilot who worked for Continental. The case the Supreme Court decided was Airline Pilots v. O'Neill, 499 U.S. 65 (1991). More specifically, the union was the Air Line Pilots Association – ALPA – so there's no doubt the court's ruling would apply to the afa or any other union representing airline employees.

RIP UP THOSE CARDS!!

Lynne Atwood, IAH 610, Editor ♦ P.O. Box 19484, Houston, TX 77224 ♦ atwood@hal-pc.org